



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS FOR
QUALITY ASSURANCE (QA) SERVICES**

RFP # 34501-13820

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
 - 6.3.1 Cost Proposal Template
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract
 - Attachment A: Attestation Re: Personnel Used in Contract Performance
 - Attachment B: Liquidated Damages
 - Attachment C: Letter of Diversity Commitment
 - Attachment D: Contract Pricing
- 6.7. Non-Disclosure Agreement

APPENDICES

1. ESM Background and Vision
2. Acronyms List
3. Definitions

1. INTRODUCTION

The State of Tennessee, Department of Human Services (TDHS), hereinafter referred to as “TDHS” or “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The Tennessee Department of Human Services (“TDHS”) is undertaking an Enterprise System Modernization (“ESM”) program to modernize its legacy technology platforms systems necessary to support the Temporary Assistance for Needy Families (“TANF”), Supplemental Nutrition Assistance Program (“SNAP”), Child Care Services, and Child Support Enforcement programs.

The vision of the project is to deploy a set of well-integrated systems aligned with and capable of supporting TDHS’ customer-focused model of practice. The project will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting these programs. Key technology enablers of this transformation will be in modernizing and replacing the TDHS legacy (outdated or obsolete technology, computer system, or application) information systems that support Family Assistance (which encompasses TANF and SNAP), Child Care, and Child Support programs and building an Enterprise Platform with a Service-Oriented Architecture (“SOA”) foundation based on standardized technology infrastructure components and interoperable technical and business services. Key areas of focus for the new business model include customer centricity, process improvement, and integration of services across the agency. The Contractor shall be expected to perform program management quality assurance (“QA”) services for the Enterprise System Modernization program, including for four Enterprise System Modernization projects (Child Support Re-platform, Child Support Modernization, Child Care Modernization, and Family Assistance Modernization).

- 1.1.1. At this point, the State does not have a methodology for developing a reliable estimate of the total cost of the services.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP #34501-13820

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Michael S. Leitzke, Sourcing Account
Specialist Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN
37243 Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices/

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe-/godbe-general- contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jeffrey Blackshear
Tennessee Department of Human
Services James. K. Polk Building
505 Deaderick Street
Nashville, TN 37243
Telephone: (615) 313-

5711

jeffrey.blackshear@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website:
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Tower
Multimedia Room – 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening

procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 21, 2020
2. Disability Accommodation Request Deadline	2:00pm	February 28, 2020
3. Notice of Intent to Respond Deadline	2:00pm	March 4, 2020
4. Non-Disclosure Agreement ("NDA") Request Deadline (see RFP section 1.1.4)	2:00pm	March 4, 2020
5. Written "Questions & Comments" Deadline	2:00pm	March 11, 2020
6. State Response to Written "Questions & Comments"		April 1, 2020
7. Response Deadline	2:00pm	April 22, 2020
8. State Completion of Technical Response Evaluations		May 7, 2020
9. State Schedules Respondent Oral Presentation		May 7, 2020
10. Respondent Oral Presentation	TBD	May 11 to May 15, 2020
11. State Opening & Scoring of Cost Proposals	2:00pm	May 18, 2020
12. Cost Negotiations (Optional)		May 19 to May 22, 2020
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00pm	May 26, 2020
14. End of Open File Period		June 2, 2020
15. State sends contract to Contractor for Signature		June 2, 2020
16. Contractor Signature Deadline	2:00 p.m.	June 5, 2020

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP #[34501-13820] TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD- R recordable disc or USB flash drive labeled:

“RFP #[34501-13820] TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP #[34501-13820] COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP #[34501-13820] COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP #[34501-13820] TECHNICAL
RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP #[34501-13820] COST PROPOSAL FROM
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP #[34501-13820] SEALED TECHNICAL RESPONSE &
SEALED COST PROPOSAL FROM [RESPONDENT LEGAL
ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Michael S. Leitzke, Sourcing Account Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices/

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non- responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect

information, the State will deem the Response non-responsive and reject it.

- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

- 4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14).
- 4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the

reason(s) for any rejection of personnel.

4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.go>.

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract

award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	20

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite Respondents to make an oral presentation who have attained a minimum score of 50 out of 70 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (50 points) sections. In the event that one or no Respondent attains a minimum score of 50 out of 70 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (50 points) sections, the State has the option in its sole discretion to invite the three highest scoring Respondents to give an oral presentation.
 - 5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

- 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1. The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiation prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # [34501-13820] STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.</p> <p>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).</p>	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		<p>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</p> <p>A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).</p>	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	<p>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i>, employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>	
	A.3.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.4.	Provide a statement confirming that the Respondent, if awarded a contract from this RFP, shall not serve as a contractor for, or subcontract for, any Tennessee Department of Human Services Enterprise System Modernization service that is not specifically for QA through the duration of the ESM program rollout.	

- | | |
|-------------|---|
| A.5. | Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months. |
| A.6. | <p>Provide a written attestation that the Respondent has successfully completed at least one (1) large scale system QA contract. The project must meet all the following criteria:</p> <ol style="list-style-type: none"> 1) Respondent provided services to a state or local government agency; 2) Respondent simultaneously monitored more than one vendor during a period lasting more than one year; 3) Respondent completed the work within the last four (4) years; and 4) Respondent performed as the prime contractor for the QA effort. <p>Supporting documentation shall consist at a minimum of name of the entity, total contract value as set for the initial contract scope of work, types of system(s) addressed, dates of the project, services provided by the Respondent, and project status as of RFP proposal submission (e.g., complete, in progress).</p> |

State Use – Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p> <p>B.11. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p> <p>B.12. Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</p> <p>B.13. Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p> <p>B.14. Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP. <p>B.15. Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p> <p>B.16. Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. <p>B.17. Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> • two (2) accounts Respondent currently services that are similar in size to the State; and • three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <ul style="list-style-type: none"> (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. The State will not review more than the number of required references indicated above. While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. The State is under <u>no obligation</u> to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19.	With regard to the period encompassing the five (5) years immediately preceding the issuance of this RFP, provide a complete listing of any incident resulting in liquidated damages or performance deficiency payment reductions being assessed against the Respondent or being or paid by the Respondent. For each such incident, describe the triggering event. Also list any contracts with any government party (federal, state, local, or territories) terminated (whether mutually or otherwise) during the five (5) years immediately preceding the issuance of this RFP.
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Project Understanding. Provide a narrative that illustrates the Respondent's understanding of the State's requirements and Project Schedule and confirms that the Respondent agrees to complete the scope of services under the Contract.		3	
	C.2.	Experience. Provide a narrative that illustrates the Respondent's relevant experience with QA services for large projects, particularly related to ESM. Profile at a minimum three relevant projects, detailing how each experience is relevant to the RFP scope and can be leveraged to help TDHS during the Contract Term. Provide examples of large QA projects where Respondent served in a QA role over multiple projects with multiple project vendors (if any).		20	
	C.3.	Attachment 6.6. Provide a narrative detailing the Respondent's approach and ability to ensure that the overall Modernization Program of projects will achieve their delivery of on schedule, within budget, and minimal risk to the Department of Human Services as noted in Attachment 6.6 Section A. Include at a minimum, the proposed approach to the following: <ul style="list-style-type: none"> (a) Assess the activities and progress of all phases of the portfolio of ESM projects, with emphasis on User Acceptance Testing, conversion, pilot implementation, and statewide implementation. (b) Provide quality assurance of schedule performance for each project and at the aggregate program level (c) Provide quality assurance of financial performance for each project and at the aggregate program level (d) Provide quality assurance of Risk Management including recommendations, as necessary, for addressing any issues relative to the successful completion of these ESM projects, and detailed recommendations in each area of the project specifying what can be done immediately and in the long-term to improve said area 		30	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.4.	Project Management Review: <ul style="list-style-type: none"> (a) Provide a narrative that illustrates the Respondent's proposed Project Management approach. (b) Provide examples of experience with the principles of the Project Management Body of Knowledge (PMBOK®) and the Business Analysis Body of Knowledge (BABOK®) and explain how the Respondent will use the Tennessee Business Solutions Methodology (TBSM) model including the templates or a comparable methodology and accompanying templates similar to TBSM as approved by the State. (c) Describe the delegation procedures that will coordinate how issues, risks, and project developments will be communicated to the State Project Manager and relevant State personnel. (d) Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6 - Pro Forma Contract Section A.4. (Project Kickoff). (e) Provide a narrative that illustrates how the Respondent will ensure quality for work products the Respondent develops, including but not limited to describing how the Respondent will meet quality management review requirements for each ESM project. 		12	
	C.5.	Attachment 6.6: Section A.5-6. (Master Project Plan) – <ul style="list-style-type: none"> (a) Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6 - Pro Forma Contract Sections A.5 and A.6., and their subsections. (b) Provide a Project Schedule in the proposal that illustrates the Respondent's intent to complete all project activities. (c) List all assumptions and constraints that support the Project Schedule and document project risks and proposed steps to mitigate those risks as required to complete the project timely. 		5	
	C.6.	Attachment 6.6: Section A.8. (Project Repository) – <ul style="list-style-type: none"> (a) Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6 - Pro Forma Contract Section A.8. (b) Provide an overview of the mechanisms and procedures used to ensure data and personal information are safeguarded in accordance with State and Federal statutes. 		2	

C.7.	<p>Attachment 6.6: Section A.9. (Project Reporting) –</p> <p>Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Contract Section A.9. Please include the following at a minimum:</p> <ul style="list-style-type: none"> (a) Description of the process behind identifying and reporting status updates. (b) Description of the type of information you would include in a status update and how it would be reported. (c) A sample status report used for client meetings. 		5	
C.8.	<p>Attachment 6.6: Section A.10. (Contractor Project Team and Organization) – Describe your proposed staffing approach to this Contract. Specifically include the following:</p> <ul style="list-style-type: none"> (a) An overview of your proposed staffing plans. (b) An organizational chart showing the names and titles of personnel proposed for the team. (c) Explanation of how the Respondent will ensure all proposed personnel are formally committed to join the project by the beginning of the Contract term. (d) Detailed description of the roles and responsibilities of each member of the project management team, with minim qualifications for each role. (e) Relevant experience of each member on the proposed team, placing emphasis on how the skills and expertise of each member qualify them to perform their designated roles and responsibilities. (f) Description of prior projects the proposed team has worked on together. (g) Explanation of the Respondent's approach to staffing when there are simultaneous ESM projects occurring, therefore requiring multiple simultaneous QA efforts. Will each ESM project have a unique assigned team or will there be overlapping resources across teams? (h) Explanation of how the Respondent intends to maintain continuity of its staff and prevent disruption due to staff turnover during the Contract term. 		20	
C.9.	<p>Attachment 6.6. - Provide a narrative that illustrates the Respondent's understanding of the timeliness requirements documented within the scope of services. Explain how you will ensure the performance measure target is met for each Deliverable.</p>		3	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
Total Raw Weighted Score Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>				X 50 <i>(maximum possible score)</i>	= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. Present an overview to represent the Respondent's understanding of the State's requirements and Project Schedule.		10	
D.2. Present an overview of the Respondent's approach to ensure project QA activities are completed successfully and on time. Further describe how QA services will be effectively provided for each ESM project.		40	
D.3. Present how the Respondent and the proposed team's experience and qualifications will be leveraged to successfully execute the scope of this project.		20	
D.4. Present at least one project from the last four years that is similar in scope and discuss the Respondent's role, best practices, lessons learned, and any risk mitigation strategies. The project must be from one identified in Respondent's response to Attachment 6.2, Section A.6.		30	
Total Raw Weighted Score (sum of Raw Weighted Scores above): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
total raw weighted score			
maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>			
X 10 <i>(maximum section score)</i>			= SCORE:
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, included as RFP Attachment 6.3.1, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Respondents shall complete RFP Attachment 6.3.1, the Cost Proposal Template Excel spreadsheet. The Cost Proposal Template Excel spreadsheet contains cells for all proposed rates and staff positions anticipated in the Contract. Instructions for completing the Cost Proposal Template spreadsheet are contained in the Instructions tab and in each individual tab. Summary results from the Cost Proposal Template spreadsheet, are entered into the summary Cost Proposal table below for purposes of Cost Proposal evaluation.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Quality Assurance services	Total cost for the contract base term of twenty-four (24) months(\$)	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		= SCORE: x RFP § 5.1. NUMBER (maximum section score)	
evaluation cost amount being evaluated			

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	Evaluation Factor	State Use Only Evaluation Cost (cost x factor)
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP #[34501-13820] REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT: RESPONDENT NAME** (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 34501-13820 REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
ORAL PRESENTATION (maximum: 10)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: 20)	SCORE:	SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			
Solicitation Coordinator Signature, Printed Name & Date:			

RFP #[34501-13820] *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF
TENNESSEE, **DEPARTMENT OF HUMAN SERVICES**
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, **Department of Human Services** ("State" or "DHS") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of quality assurance ("QA") services for the State's ESM program, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

DHS is undertaking an enterprise transformation program to modernize its legacy technology platforms systems necessary to support the TANF program, SNAP, Child Care Services, and Child Support Enforcement program ("Modernization"). Together these programs serve over two million Tennesseans and support over three thousand (3,000) DHS employees.

The vision of the project is to deploy a set of well-integrated systems aligned with and capable of supporting DHS' customer-focused model of practice. The project will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting these programs. Key technology enablers of this transformation will be in modernizing and replacing the DHS legacy (outdated or obsolete technology, computer system, or application) information systems that support Family Assistance (which encompasses TANF and SNAP), Child Care, and Child Support programs and building an Enterprise Platform with a service-oriented architecture ("SOA") foundation based on standardized technology infrastructure components and interoperable technical and business services. Key areas of focus for the new business model include customer centricity, process improvement, and integration of services across DHS.

A. SCOPE

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract. The Contractor shall provide all services requested through this Contract within the context of the technical environment described by the Tennessee Information Resources Architecture, incorporated by reference.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. "Administration for Children and Families" ("ACF") shall mean a division of the Department of Health & Human Services that promotes the economic and social well-being of families, children, individuals, and communities.
- b. "Appeals and Hearings" shall mean to the Division of Appeals and Hearings, which impartially resolves disputes between DHS and its customers.
- c. "Appeals Resolution Tracking System" ("ARTS") shall mean the DHS system that tracks appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by DHS. Appeals filed are tracked from inception through resolution.
- d. "Automated Client Certification and Eligibility Network for Tennessee" ("ACCENT") shall mean the 30+ years old integrated solution built on legacy mainframe technologies, that supports eligibility processing for FA and Medicaid.

- e. "Child Care Services Program" ("CC") shall mean operated by a Federal, state, tribal, or local agency that provides child care services to families.
- f. "Child Support Services" ("CS") shall mean the program and services DHS administers or performs pursuant to Tennessee Code Annotated Title 36, Chapter 5. Offices are located across the state in all 31 Judicial Districts, and DHS provides services through local district attorneys, DHS employees, and independent contractors engaged by DHS.
- g. "Claims Online Tracking System" ("COTS") shall mean that certain DHS system that tracks all FA benefit overpayment claims and captures specific information about claims including recipient information, overpayment periods and amounts, classification, accounting and payments, and associated notes or narratives.
- h. "Commercial-Off-the- Shelf" shall mean solutions which are already developed and which are capable of satisfying the needs of the purchasing organization either in current form or after limited adaptation.
- i. "Deliverable" shall mean goods or services which the Contractor has a duty to provide to DHS under this Contract.
- j. "Deliverable Expectation Document" ("DED") shall mean a document prepared by the Contractor pursuant to Section A.6 of this Contract and containing specific performance standards or acceptance criteria.
- k. "Electronic Disqualification Recipient System" ("EDRS") shall mean the FNS data interface which contains information regarding internal program violations in SNAP.
- l. "Enterprise Architecture" ("EA") shall mean a SOA foundation based on standardized technology infrastructure components and interoperable technical and business services.
- m. "Enterprise Content Management" ("ECM") shall mean a collection of system and platform capabilities used to create, store, distribute, discover, archive and manage unstructured content such as scanned documents, email, reports, images, and office documents, and ultimately analyze usage to enable DHS to deliver relevant content to users where and when they need it.
- n. "Enterprise Service Bus" ("ESB") shall mean a communication system between mutually interacting software applications in a SOA.
- o. "Enterprise System Modernization" ("ESM") shall mean DHS' multi-year endeavor to modernize or replace several key legacy systems such as outdated or obsolete technology, computer systems, or applications supporting DHS core program areas of FA, CC, and CS. The vision of the ESM initiative is to deploy a set of well-integrated systems aligned with and capable of supporting DHS' customer-focused model of practice.
- p. "Executive Steering Committee" ("ESC") shall mean the leadership group responsible for supporting project implementation on the executive level. These responsibilities include reviewing and resolving project issues not resolved at lower levels and providing advice and insight into project management issues; reviewing and resolving change management issues not resolved by the State project staff; and reviewing and supporting the resolution of contract management issues not resolved by the State Project Director.
- q. "Family Assistance" ("FA") shall mean the organizational unit of DHS which manages family-related programs including SNAP and TANF.

- r. "Food and Nutrition Service" ("FNS") shall mean that certain agency of the United States Department of Agriculture ("USDA") which is responsible for administering the domestic nutrition assistance programs including SNAP.
- s. "Quality Assurance" ("QA") shall mean the services required under this Contract.
- t. "Integration Testing" shall mean the phase of the system development lifecycle in which application programs or modules that were separately developed and tested are brought together and operated as a single system. The objective of Integration Testing is to ensure that all elements of a system function correctly according to specifications and defined requirements as a single entity. Integration Testing ensures that data and output from one program or module which function as input to or is used by another program or module are correctly processed.
- u. "Key Personnel" shall mean the Contractor's employees, agents, and independent contractors deemed by DHS to be essential to the Contractor's satisfactory performance of the requirements contained in the Contract as further discussed in Section A.10 of this Contract.
- v. "Master Data" shall mean the consistent and uniform set of identifiers and extended attributes that describes the core entities of the enterprise including customers, prospects, citizens, suppliers, sites, hierarchies and chart of accounts.
- w. "Master Data Management" ("MDM") shall mean the technology-enabled discipline in which business and information technology work together to ensure the uniformity, accuracy, stewardship, semantic consistency, and accountability of the enterprise's official shared Master Data assets.
- x. "Non-Disclosure Agreement" ("NDA") shall mean a contract that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes but wish to restrict access to or by third parties.
- y. "Office of Child Care" ("OCC") shall mean that certain ACF division that supports low-income working families through child care financial assistance and promotes children's learning by improving the quality of early care and education and afterschool programs.
- z. "Office of Child Support Enforcement" ("OCSE") shall mean that certain ACF division that partners with federal, state, tribal and local governments and others to promote parental responsibility so that children receive support from both parents even when they live in separate households.
- aa. "Office of Family Assistance" ("OFA") shall mean that certain ACF division that administers several federal grant programs, including TANF, Tribal programs, Healthy Marriage and Responsible Fatherhood, and Health Profession Opportunity Grants.
- bb. "On-Site" shall mean physically present at the DHS facility located at the James K. Polk Building, 505 Deaderick Street, Nashville, TN 37243.
- cc. "Performance Measure Target" shall mean a minimum standard of performance that the Contractor must meet.
- dd. "Program Integrity" shall mean that certain division of DHS that helps DHS customers receive all benefits to which they are entitled, while working to ensure fiscal stewardship of taxpayer dollars and proper use of resources so that DHS may continue to offer temporary economic assistance and services to improve the lives of Tennesseans.

- ee. "Project Approach Document" shall mean the document developed by the Contractor pursuant to Section A.4 of this Contract that provides information on how the Contractor will complete the requirements in the Contract.
- ff. "Project Management Office" ("PMO") shall mean the group or division within DHS that is responsible for the process of managing one or more projects.
- gg. "Project Management Plan" ("PMP") shall mean A formal, approved document used to manage project execution. The PMP documents the actions necessary to define, prepare, integrate, and coordinate the various planning activities. The PMP defines how the project is executed, monitored and controlled, and closed.
- hh. "Project Repository" shall mean a centralized location, on DHS' network, where the Contractor shall maintain and manage documentation related to this Contract.
- ii. "Project Status Report" A biweekly report the Contractor must provide to DHS featuring updates on the status of the Contractor's work and any other applicable information that the State may direct or request.
- jj. "Quality Assurance" ("QA") shall mean a planned and systematic set of actions to verify that work products and the processes used to produce them conform to established requirements.
- kk. "Replatform" shall mean the process of moving software from an older legacy operating system and programming code to a newer operating system and programming code.
- ll. "Service-Oriented Architecture" ("SOA") shall mean a design paradigm and discipline that helps information technology meet business demands. SOA reduces redundancy and increases usability, maintainability, and value. This produces interoperable, modular systems that are easier to use and maintain.
- mm. "Tennessee Business Solutions Methodology" ("TBSM") shall mean a Tennessee project management methodology based on the principles of the Project Management Body of Knowledge ("PMBOK"®) and the Business Analysis Body of Knowledge ("BABOK"®).
- nn. "Tennessee Child Care Management System" ("TCCMS") shall mean that certain DHS system that manages child care assistance cases and makes monthly payments to child care providers.
- oo. "Tennessee Child Support Enforcement System" ("TCSES") shall mean that certain DHS system utilized by the Tennessee Child Support Enforcement Services to oversee child support programs.
- pp. "Tennessee Eligibility Determination System" ("TEDS") shall mean TennCare's new eligibility determination system for Medicaid.
- qq. "Tennessee Licensed Care System" ("TLCS") shall mean that certain DHS system that supports and aides in the case management functions of the individuals who regulate child care and adult facilities.
- rr. "Treasury Offset Program System" ("TOP") shall mean that certain centralized offset program administered by the U.S. Department of the Treasury, Bureau of the Fiscal Service, to collect delinquent debts owed to federal agencies and states.
- ss. "User Acceptance Testing" ("UAT") shall mean testing performed by the intended users of a software or system.

- tt. “User Interface” (“UI”) shall mean a screen displayed on the user’s device that allows the user to see and react to certain necessary actions and questions providing information to the system for eligibility determinations.

A.3. QA Services. The Contractor shall perform program management QA services as set forth in this Contract for the State’s ESM initiative in consultation with and under the direction of the State.

The Contractor shall provide QA services including, but not limited to, the following:

a. **Assess ESM Projects**

- i. Assess the activities and progress of all phases of the portfolio of ESM projects, with emphasis on User Acceptance Testing, conversion, pilot implementation, and statewide implementation. The ESM projects include the following four projects:
 - 1. Child Support Re-platform;
 - 2. TANF Modernization;
 - 3. Child Care Modernization; and
 - 4. SNAP Modernization.
- ii. The Contractor shall provide recommendations, as necessary, for addressing any issues relative to the successful completion of these ESM projects, including detailed recommendations in each area of the project specifying what can be done immediately and in the long-term to improve said area.

b. **Schedule performance**

- i. Review and analyze ESM projects’ schedules, including planned vs. actual timing.
- ii. Develop an approach to monitor progress, identify potential risk items, and to report those to the State.
- iii. Identify cross-project / shared staffing constraints that could cause delays to program delivery commitments.
- iv. Assess the activities and progress of all phases of the ESM projects with emphasis on User Acceptance Testing, pilot implementation, and statewide implementation.
- v. The Contractor shall report to the State any deviations from the ESM project vendors’ approved project plans.

c. **Financial performance**

- i. Monitor earned value management (cost performance index). Review and analyze ESM projects’ financials, including planned vs. actual costs.
- ii. Monitor contract expenditures to ensure approved invoices are submitted for processing/ disbursement in accordance with contract terms.
- iii. Identify program cost variances and causes and their subsequent impact to project or program budgets.

d. **Program risk management**

- i. Review and evaluate risks to successful completion of the ESM initiative. Upon identification of any such risks, the Contractor shall report the risk and its potential level of severity to the State. For each such risk, the Contractor shall recommend a mitigation strategy, a resolution strategy, or both.
- ii. Ensure project/program roadmaps/schedules are aligned with organizational roadmap or objectives
- iii. Monitor interdependency complexity (with other business entities, state agencies, other projects)

e. **Compliance monitoring**

- i. Review the ESM projects vendors’ services and deliverables for compliance with their contractual obligations and approved Deliverable Expectation Documents (“DEDs”),

under the direction of the State.

f. **Quality**

- i. Evaluate and make recommendations on the ESM projects vendors' Quality Assurance plans, procedures, and organization. Verify that the quality of all products produced by the ESM project vendors is monitored by formal reviews and sign-offs. Review all written criteria and standards developed by each ESM project vendor for accepting their work products. If directed by the State, the Contractor shall collaborate with the ESM project vendors to propose applicable revisions to the acceptance criteria and standards of the work products. All criteria and standards proposed by the Contractor are subject to review and approval by the State.

g. **Meetings attendance**

- i. Attend meetings with the ESM projects vendors when requested by the State.
- ii. Conduct monthly status meeting with the State team within fifteen days of the end of the previous month and review the monthly status report.

h. **Program status reporting**

- i. Support the State's responsibilities pertaining to monthly status reporting on overall program health; and quarterly financial reporting for Budget and Fiscal.

A.4. Project Kickoff. The Contractor, in conjunction with the State project team, shall plan and conduct the Project Kickoff Meeting and perform an Initial Project Assessment. The Project Kickoff Meeting shall occur within ten (10) days following the Effective Date of this Contract unless the State directs otherwise in writing.

- a. The Contractor shall produce a Project Approach Document after the Project Kickoff Meeting. No later than ten (10) days after the Project Kickoff Meeting, the Contractor shall submit the Project Approach Document to the State for the State's review and approval. The Contractor shall include at least the following component in the Project Approach Document:
 - i. A detailed description of how the Contractor will coordinate work with the State, and the ESM project vendors.

A.5. Master Project Plan

- a. The State will provide the Contractor with all of the ESM project vendors' Project Plans that are available. The Contractor shall review these Project Plans and shall create a Master Project Plan that includes the work breakdown structure, any applicable milestones, and the components required by Section A.3 of this Contract. No later than twenty (20) business days after the State provides the Contractor with the Project Plans, the Contractor shall submit to the State its Master Project Plan for the State's review and approval. The Contractor shall include in the Master Project Plan the components specified in Sections A.3 and A.7.
- b. The State will review the Master Project Plan and provide feedback to the Contractor. The Contractor shall use best reasonable efforts to seek the State's written approval of the Master Project Plan format expeditiously, but the State withholding approval of the same shall not excuse the Contractor from performance of other duties under this Contract.
- c. The Contractor shall update the Master Project Plan bi-weekly (every two weeks) throughout the term of the Contract to reflect actual project progress against planned activities and previously approved changes and shall review the progress made during the bi-weekly interval meeting with the State Project Director. In those meetings, the Contractor will also review issues, project risks, and risk mitigation approaches.
- d. The Contractor shall only change the format of the State-approved Master Project Plan upon

the State's prior written approval for such change.

- e. Upon completion of each milestone by an ESM vendor, the Contractor's QA Manager shall demonstrate in a presentation to the State that all planned activities for that milestone were completed appropriately. The Contractor shall not apply a completion update to the State-approved Master Project Plan without prior written State approval.
- f. The Contractor shall immediately report to the State any deviation from the State-approved Master Project Plan.

A.6. Deliverable Expectation Documents.

When requested by the State for a specific Deliverable, the Contractor shall provide a DED to define the format and content of the Deliverable and submit it for State approval prior to commencing work on the Deliverable. Upon the State's approval of the DED, the DED shall govern the performance standards applicable to the Deliverable, DHS' expectations, or acceptance criteria.

A.7. Components of Master Project Plan. The Master Project Plan shall contain all activities and tasks required to complete the scope of services for this Contract. This Master Project Plan shall use MS Project format and include the following:

- a. Work Breakdown Structure ("WBS"): Tasks required and the relationships to each other
- b. Schedule: Estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks, including critical deadlines and milestones for Contractor and State deliverables. The Contractor shall present this information in a Gantt chart.
- c. Critical Path: With parallel and dependent project tasks.
- d. Assumptions and constraints: Those associated with the Master Project Plan.
- e. Accommodation for working with State Staff: Within the State's Work-Day constraints. The State's standard business hours are 8:00 a.m. to 4:30 p.m. Central Time, Monday through Friday, except State Office Holidays.

A.8. Project Repository: The State will provide a central project repository for all documentation produced for QA activities. The project repository will reside on the State's network, and the State will make the repository accessible to the Contractor's workers to such extent as deemed appropriate by the State's Project Director. The State's current software standard is SharePoint.

The Contractor's access to the Project Repository shall be limited to the Contractor's employees who are assigned to provide services under this Contract and who, because of the nature and scope of their duties, require such access. The Contractor shall ensure that any of its employees who require such access complete and sign a confidentiality agreement and a security agreement before receiving access to State Data.

A.9. Reporting:

- a. The Contractor shall provide the following reports regarding the ESM vendors:
 - 1. Monthly schedule analysis of all ESM projects;
 - 2. Monthly financial analysis of all ESM projects;
 - 3. Monthly risk assessment of all ESM projects, with detailed recommendations in each area of a project, specifying what can be done immediately and in the long-term to improve said area; and
 - 4. Monthly status report for the overall ESM initiative that incorporates findings from the schedule, financial, and risk analysis and provides overview of the health of the program.
- b. The Contractor shall provide Project Status Reports detailing the Contractor's own performance to the State in such form and substance and at such frequency as the State may direct in writing.

The Contractor shall ensure that Project Status Reports address QA activities for each ESM project and the ESM initiative as a whole. Unless directed otherwise by the State in writing, the Contractor shall submit the Project Status Reports to the State on the first and fifteenth day of each month during the Term.

- c. The Parties acknowledge that the Modernization initiative is complex and that the State's information needs may fluctuate during the Term. The State may revise the timeliness requirement applicable to any report required under this Contract by providing the Contractor written notice of the change at least fourteen (14) calendar days in advance of the effective date of such change. Additionally, the Contractor shall provide ad hoc reports in such form and substance as the State may request in writing. Upon the State's written request for an ad hoc report, the Contractor shall provide the report no later than fourteen (14) calendar days after the date of the State's request.
- A.10. Workforce Requirements. The Contractor shall provide dedicated staff to perform each of the functions detailed in the Contract. The Contractor provide sufficient numbers of trained administrative and programmatic personnel - clerical, program, technical and management - to ensure efficient completion of all responsibilities within this Contract. The Contractor shall ensure that its workers perform all services required under this Contract On-Site unless otherwise directed in writing by the State.
- a. The Contractor shall maintain an organization chart that depicts all administrative, functional, and programmatic reporting relationships of staff that perform services under the Contract, including any subcontractors of the Contractor, and submit the chart to the State for review and approval whenever a change to such organizational chart is proposed.
 - b. The Contractor shall maintain an alphabetical by last name listing of the titles, responsibilities, location, telephone numbers, and email addresses for all of the Contractor's staff that will perform services under the Contract, and provide the list to the State whenever a change occurs.
 - c. The Contractor shall ensure that all persons, including independent contractors, subcontractors and consultants assigned by the Contractor to perform under the Contract have the necessary credentials and are fully qualified and trained, as required and specified in this Contract, to perform the services required herein.
 - d. The Contractor shall notify the State in writing in advance whenever the Contractor has reason to believe that the Contractor's staffing levels will temporarily adversely affect performance or prevent full and timely completion of the services required under this Contract.
 - e. Key Personnel. No later than fifteen days after the Effective Date, the Contractor shall submit to the State for prior review and approval the names, titles, and resumes of candidates for initial engagement of Key Personnel and whenever a change in Key Personnel is proposed. If, during the term of this Contract, any Key Personnel should leave the Contractor's employment or the State requests that a specific Key Personnel no longer work onsite, the Contractor shall fill the vacant Key Personnel position, within thirty (30) days from the date of the Key Personnel leaving his/her position with the Contractor or being barred from working onsite, with a replacement that is satisfactory to the State. Until a qualified and acceptable replacement is available, Contractor shall temporarily fill such Key Personnel position, within three (3) business days of a vacancy occurring, with a qualified Contractor corporate staff resource who shall perform the Key Personnel duties at the State's location in Tennessee if this Contract requires that particular Key Personnel position to be located On-Site. Upon the State's request, the Contractor shall offer the State an opportunity to interview any proposed replacement(s) to Key Personnel. The State may, at any time during the Contract period disapprove any staff person(s) assigned by the Contractor to perform work under this Contract. Upon notification by the State to the Contractor that a staff person has been disapproved, the staff person shall immediately cease work under this Contract. The decision of the State on these matters shall not be subject to appeal. The Contractor shall not remove any approved Key Personnel from his or her assigned duties under the Contract for any period of time exceeding two (2) weeks without the State's prior written approval. The Contractor shall notify the State in writing of

any proposed change in Key Personnel at least thirty (30) days prior to the change or as soon as the change is known if the employee's notification to the contractor is less than this period. The State understands that Key Personnel will on occasion take vacation time or attend corporate functions, which will require brief time away from their assigned duties. The Contractor shall fill all of the following identified Key Personnel positions with personnel who are dedicated one hundred percent (100%) to providing the services required in this Contract:

1. Project Manager. The Contractor shall assign a Project Manager who, with the support of the State's Project Director, shall have the primary responsibility for: managing and leading the Contractor's activities and team; developing plans and schedules; and reporting progress periodically to the State Project Director and management team. The Contractor's Project Manager shall lead the tasks for reviewing and providing feedback on Project processes, deliverables, and activities for the Quality Assurance of the ESM initiative.

The Contractor's Project Manager shall interact with the State Project Director and other State personnel as necessary to satisfy the requirements of the Contract. The Contractor's Project Manager shall also attend formal meetings with other State groups, as determined necessary by the State's Project Director during the course of the Project. In the meetings, the Contractor's Project Manager will present information, provide feedback, and answer questions if requested by the State.

2. Quality Assurance Manager. The Contractor shall assign a Quality Assurance Manager who shall: develop an evaluation and audit method for program performance that the Contractor's project team will use to conduct reviews and assessments required under this Contract; ensure that the Contractor's staffing and Contractor staff supervision are adequate; and ensure that applicable performance standards are met in areas including customer satisfaction, quality of vendor services to the State, and such other areas as the State may direct in writing.

- f. The Contractor shall ensure that its workers meet the following experiential requirements:

1. Program Management and QA experience for a large systems project;
2. Experience with organizational change management, and audit (IT, financial, risk management, etc.)
3. Recent project experience in human service or social service systems environments, with specific experience in TANF, SNAP, Child Care services, and/or Child Support programs.
4. Experience with the principles of the Project Management Body of Knowledge (PMBOK®). Current certification as a Project Management Professional (PMP) or Program Management Professional (PgMP) by the Project Management Institute (PMI) preferred.

- g. Supplies and Equipment. The Contractor shall provide all supplies and equipment for the Contractor's staff. The Contractor shall ensure that its equipment meets minimum State platform requirements and that desktop computer and laptop devices connected to the State's network are current with operating system patches and antivirus software. The Contractor shall provide office automation software for Contractor staff that is in compliance with minimum State platform requirements. In addition, the Contractor shall be responsible for ancillary expenses for the Contractor's workers, including without limitation all long-distance telephone and parking costs.

- h. Compliance with State Security Policies and Procedures. The Contractor shall comply with all State security policies. The policies are published at:
<https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security->

Policies-ISO-27002-Public.pdf. Should it be determined that any fault in the State network (virus, worm, etc.) can be traced to an action taken (or not taken) by the Contractor, the Contractor shall be fully responsible for all remedial actions taken and all expenses incurred to correct the fault.

- i. Compliance with Federal Security Policies and Procedures. The Contractor staff shall comply with all Federal security policies as directed by the State.
 - j. Staff Management and Administrative Support. The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.
- A.11. State Tasks: The State project team will perform the following tasks in support of the Contractor's QA Services tasks:
- a. Provide direct management and oversight with regard to the provision of ESM services;
 - b. Review and approve the Contractor's overall Master Project Plan and deliverable standards;
 - c. Provide guidance in developing and implementing State assurance standards and procedures for reporting to State management;
 - d. Review and approve plans and schedules for addressing identified Contractor deficiencies; and
 - e. Communicate the findings of the project reviews and assist in the development of a plan and schedule for addressing the deficiencies identified.
- A.12. Work Space and Resources:
- a. The State will provide such workspace and internet access for the Contractor's staff working at the State's central office as the State determines necessary in its sole discretion.
 - b. The State will provide access to State applications and remote access to State data resources, if necessary, as approved by the State and utilizing State standard software, policies, and procedures.
 - c. The State will provide access and availability to the Contractor to all federal, State, program, policy, and current ESM initiative documentation as necessary for the Contractor to fulfill its responsibilities for this contract. All documentation provided by the State that is not publicly available should be considered confidential and should not be shared in any form without written consent from the State.
- A.13. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to

Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.14. Inspection and Acceptance: The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of sixty (60) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on **DATE** (the "Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of thirty-six (36) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of thirty-six (36) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Position 1 Hourly Rate	\$ Number per hour
Position 2 Hourly Rate	\$ Number per hour
Position 3 Hourly Rate	\$ Number per hour
Position 4 Hourly Rate	\$ Number per hour
Position 5 Hourly Rate	\$ Number per hour
Monthly Maximum Amount (unless approved by the State)	\$ Number

Hours billed must be in accordance with the Master Project Plan approved in writing by the State. Changes to the Master Project Plan must be approved by the State in writing prior to the Contractor conducting the work.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Wayne Glaus, Chief Information Officer
Tennessee Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Department of Human Services;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in

any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Wayne Glaus, Chief Information Officer
 Tennessee Department of Human Services
 James K. Polk Building, 13th Floor
 505 Deaderick Street
 Nashville, TN 37243
Wayne.Glaus@tn.gov
 Telephone # (615) 770-3891

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address Email
Address
 Telephone # **Number**
 FAX # **Number**

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise

control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.
- In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.
- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a

Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, C, and D; and Appendix 1;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section

shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

b. Commercial General Liability ("CGL") Insurance

- (1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

c. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

d. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.6. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.9. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP #34501-13820 and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.10. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.12. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII.

Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.14. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.15. Liquidated Damages. If a Contract performance or compliance failure by the Contractor occurs, ("liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract, it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regard the Liquidated Damages Events as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with the Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts the Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

DANIELLE BARNES, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:
CONTRACTOR LEGAL ENTITY NAME:
EDISON VENDOR IDENTIFICATION NUMBER:

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

LIQUIDATED DAMAGES

Item	Liquidated Damages Event	Liquidated Damage Amount
1	Failure to timely provide a satisfactory Project Approach Document as required by Section A.4	A maximum of one thousand dollars (\$1,000.00) for each day on and after the Contractor fails to submit a complete Project Approach Document as specified in Section A.4.
2	Failure to timely submit the Master Project Plan	A maximum of one thousand five hundred dollars (\$1,500.00) for each day on and after the Contractor fails to submit the Master Project Plan as specified in Section A.5.
3	Failure to provide any deliverable required under Section A.5.b through A.5.f	A maximum of one thousand dollars (\$1,000.00) for each failure of the Contractor to provide a deliverable required by Section A.5.b through A.5.f.
4	Failure to timely provide complete and accurate reports required under Section A.9.	<p>A maximum of five hundred dollars (\$500.00) for each day following the date that a reporting error is discovered in which the corrected report is not delivered.</p> <p>A maximum of five hundred dollars (\$500.00) for each day for each report the Contractor fails to deliver by the frequency established in Section A.9 or by the frequency specified by the State in accordance with Section A.9.</p>
5	Failure to comply with any standard established in the Workforce Requirements Section A.10.	A maximum of one thousand dollars (\$1,000.00) per day for each standard in Section A.10 that the Contractor fails to meet.

LETTER OF DIVERSITY COMMITMENT**SAMPLE LETTER OF DIVERSITY COMMITMENT****(Company Letterhead/Logo)****(Address)****(Date)****(Salutation),**

(Company Name) is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____%)
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # **(Edison number)**.

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

CONTRACT PRICING

[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT THE RESPONDENT'S PRICING INTO THIS ATTACHMENT]

NONDISCLOSURE AGREEMENT

Between the State of Tennessee, Department of Human Services And
 _____[LEGAL ENTITY NAME]_____

THIS AGREEMENT (hereinafter referred to as the "Agreement") made effective this _____ day of [Month], 2019, by and between the State of Tennessee, Department of Human Services (the "State") and _____ [LEGAL ENTITY NAME] _____ having its principal place of business at _____ [ADDRESS] _____, and its agents, assigns, employees, affiliated companies, subsidiaries, departments, wholly owned companies and contractors (the "Company"), (individually, the "Party" and collectively, the "Parties") agree as follows:

- Material and information, regardless of form, medium or method of communication, provided to the Company by the State or acquired by the Company on behalf of the State shall be regarded as "Confidential Information." Confidential Information shall include, but not be limited to, all State information regarding electronic information processing systems, telecommunications systems, or other communications systems of the State, and shall also include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property; and (D) the identity of a vendor that provides to the state goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information shall be confidential.
- The Company shall safeguard and hold in strict confidence such Confidential Information and prevent disclosure thereof to third parties without the written consent of the State. The Company shall further restrict disclosure of such Confidential Information to only those employees who have a need to know and who have executed a nondisclosure agreement to protect Confidential Information at least as protective as this Agreement.
- Nothing in this Agreement shall permit Company to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Company due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Company shall promptly notify the State and provide a reasonable opportunity to oppose any disclosure required under state or federal law. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law.
- The Company agrees and represents that Confidential Information delivered by the State to the Company shall be used solely for the purpose of responding to Request for Proposals #[34501-13820] issued by the State on [Month] [Day], 2019. No other use of the Confidential Information is granted without the written consent of the State. In the event the State gives its approval for the Company to disclose Confidential Information to a third party, the Company shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure agreement to protect Confidential Information with terms at least as protective as those contained in this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.
- This Agreement is made effective as of the date set forth above and may thereafter be terminated by either party upon the giving of thirty (30) days written notice to the other party of its intention to terminate. Upon termination of this Agreement, the Company shall promptly return to the State all materials and copies containing the Confidential Information. All obligations on the Parties regarding protection of Confidential Information under this Agreement shall survive termination of the Agreement.
- This Agreement shall not be construed as a teaming, joint venture or other such arrangement;

rather, the Parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential Information only.

- If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Company acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- If any court rules that Company has breached this Agreement, Company shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.
- Nothing in this Agreement shall be construed to convey to Company any right, title or interest or copyright in the Confidential Information, or any license to use, sell, exploit, copy or further develop the Confidential Information.
- This Agreement contains the entire understanding between the Parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and agreements between the Parties in respect thereto. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, this Nondisclosure Agreement has been duly executed by the Parties hereto as of the date first set forth above.

The State of Tennessee
Department of Human Services

[Legal Entity Name]

By:

By:

 Name:

 Name:

 Title:

 Title:

 Date:

 Date:

APPENDIX 1: ESM Background and Vision

1. ESM Solution Vision

TDHS is transforming the department with a model of practice that focuses on a person/family centric approach to programs and services, which is reliant on tools provided by a contemporary technology solution. This ESM initiative was initiated by TDHS with the recognition that over the years Tennessee has taken a “silo approach” in building technical solutions, resulting in multiple legacy systems using different and incompatible technical standards and redundant components. Through the ESM initiative, TDHS plans to modernize and replace the TDHS legacy information systems, which support Family Assistance (“FA”), CC, and CS programs. The vision of the program is to deploy a set of integrated systems aligned with and capable of supporting TDHS’ customer-focused model of practice, focused on a “no wrong door,” robust customer self-service and an approach to delivering coordinated and highly-informed services to best support a customer’s full breadth of needs.

To achieve this vision, TDHS must move to a more integrated and coordinated model of practice for its FA (including SNAP and TANF), CC, and CS programs including accountable planning, policy development and delivery of services in programs enabled by contemporary technology.

Some of the core benefits to TDHS expected from the ESM initiative include:

- Robust self-service, coordination of services to achieve efficiency and effectiveness, and ability to establish universal workload distribution where and when possible.
- Contemporary technology with a modern look and feel
- Technology that is cost-effective to operate and maintain. This includes using existing State technology investments where they offer the best value to TDHS and the State
- Technology that is fully adaptable and extensible as business conditions and TDHS strategies change
- Ability to leverage shared technology and business components, when possible

The program will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting TDHS programs. Together these programs serve over two million Tennesseans and support over 3,600 TDHS employees. The key enabler of this approach will be the Enterprise Architecture (“EA”), a Service-Oriented Architecture (“SOA”) foundation based on standardized technology infrastructure components and interoperable technical and business services.

2. ESM Roadmap

The systems components of the ESM roadmap to achieve that vision are described in the table below.

Component	Description
Enterprise Platform Part 1	Identify and implement the initial components of the EA, readying them for use. <ul style="list-style-type: none">• Enterprise Service Bus (“ESB”)• Enterprise Content Management (“ECM”)
Child Support System Re-platform and Modernization	Modernize the Tennessee Child Support Enforcement System (“TCSES”) through the following phases: <ul style="list-style-type: none">• Migrate to a new operating system• Convert code• Modernize user interface (“UI”)/User Experience (“UX”)• Enhance functionality• Integrate into enterprise platform
Child Care Modernization	Modernize existing Child Care system

Family Assistance System Modernization	Implement a new Family Assistance System, including but not limited to: <ul style="list-style-type: none"> A transfer or Commercial-Off-the-Shelf Family Assistance system that provides integrated eligibility determination as well as Family Assistance benefits management, appeals and hearings tracking, and program integrity.
Enterprise Platform Part 2	Implement a horizontal portal, which includes UI and UX management, access control, collaboration, communications, and document search capabilities.
Enterprise Platform Part 3	Implement Master Data Management (“MDM”) approach, which includes master person index, master provider index, and record locator service. <ul style="list-style-type: none"> Note: TDHS has not yet made the decision to standardize other components (such as Business Intelligence, Analytics, and the rules engine) across the various program area systems.

3. ESM Solution Set

Three main solution areas have been identified that directly support the ESM vision with transactional systems that, with the EA, provide technology enablement and support for specific programs as described below:

CS Services

- TCSES will be modernized in two distinct phases:
 - 1) Phase 1 (TCSES Re-platform) migrates the operating system and code to newer technologies that removes dependency on current legacy platform, infrastructure and development tools
 - 2) Phase 2 (TCSES Enhancements) completes the modernization and integration of the legacy TCSES into the EA

CC Services

- This includes the modernization of several legacy systems through replacement or enhancements, including: TCCMS, TLCS, and the BacTrak fingerprinting and criminal background tracking.
- These systems will be enabled with by EA to provide functionality in the following areas:
 - 1) Determine eligibility
 - 2) Track attendance
 - 3) Calculate payments for providers
 - 4) Compute funding usage
 - 5) Prepares and reports financial data
 - 6) Store and monitor provide licensing information
 - 7) Collect and maintain regulated provider data, including fees
 - 8) Track the fingerprinting and subsequent activities and record the ultimate determination of the suitability of individuals for licensing and employment. Provide updated background information from TBI and FBI

FA Eligibility and Benefit Management)

This includes the replacement of legacy systems: Automated Client Certification and Eligibility Network for Tennessee (“ACCENT”), Claims Online Tracking System (“COTS”), and Appeals Resolution Tracking System (“ARTS”). The services impacted include:

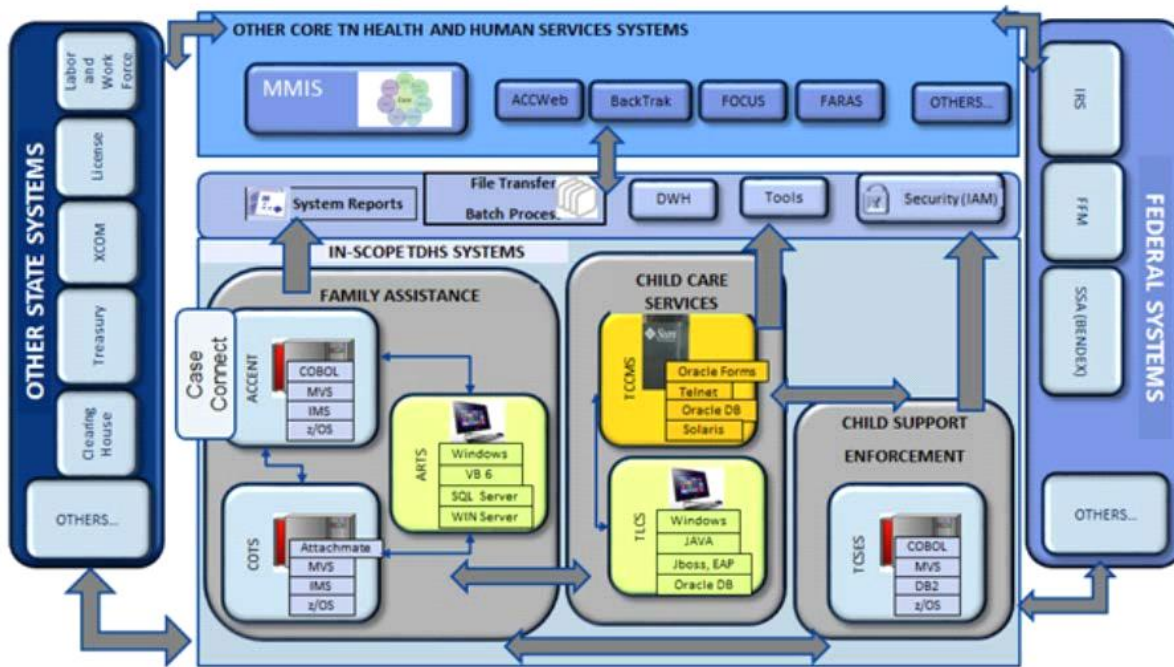
- 1) Integrated eligibility for TANF and SNAP
- 2) Benefits management for TANF and SNAP
- 3) Program Integrity functions
- 4) FA Hearings and appeals functions

Note: The current ACCENT system was designed to also support the Medicaid program (TennCare) but the new Family Assistance solution will not include Medicaid. Medicaid eligibility will be provided by TennCare’s Tennessee Eligibility Determination System (“TEDS”).

4. Current TDHS Technology Environment

Figure 1 provides a view of the current core and supporting application systems. These systems and environments are for the main TDHS business areas that are the focus of the ESM initiative.

Figure 1. Current TDHS Systems Overview



5. Legacy Systems

Below is a summary of the legacy systems being replaced or modernized to some extent through the ESM initiative, the functionality supported, the key technologies used and the approach used to operate and host these systems. This information is provided as a reference for the Contractor to understand the scope and undertaking of the ESM program as a whole.

The Automated Client Certification and Eligibility Network for Tennessee (ACCENT)

ACCENT is a transfer system from the State of Ohio and was fully deployed in Tennessee in 1993. Significant customization was required to meet the State's requirements. ACCENT is an integrated solution, built on legacy mainframe technologies, to support eligibility processing for TANF, SNAP, and Medicaid. Medicaid eligibility functions are no longer used in ACCENT as Medicaid eligibility is now the responsibility of Tennessee Health Care Finance and Administration ("HCFA") and they are in the process of developing a separate healthcare eligibility system.

Functionality Supported

- Intake/Applications
- Eligibility Determination
- Benefit Issuance
- Renewals/Change in Circumstance
- Financial and Administrative Support

System Profile

- 8,100 Users
- 31,000 TANF Assistance Units
- 550,000 SNAP Assistance Units

Technical Architecture

- Development Environment: Cobal, Telon, SAS, EZRetrieve
- Database Environment: IMS DB/DC, z/OS platform
- # Tables/Data Set Segments: approximately 2000
- 3,845,000 lines of code
- Infrastructure outsourced to IBM Datacenter in Colorado

Interfaces

RFP # [34501-13820]

- TN Department of Health
- TN Department of Corrections
- Federal Bureau of Prisons
- Federal Data Services Hub (HHS and IRS)
- TN Department of Labor and Workforce Development
- US Postal Service
- Food and Nutritional Services (FNS)
- Social Security Administration (SSA)
- Office of Child Support Enforcement (OCSE)
- Employment and Training Vendors
- TN Department of Education
- EBT Vendor (benefit issuance)

System Issues

- Inadequate UI
- Lack of integration; user has to log in to multiple systems to get access to information
- Payment cutoff issues cause the business to generate auxiliaries
- The system is not designed to support key imperatives like self-service, no wrong door, and streamlined workflow
- There is minimal error checking and data validation
- The underlying IMS database has a capacity limit without significant time and resource investment
- Multiple code development techniques are intermingled – Cobol, Telon
- Due to the monolithic nature of the code, it is very difficult to have more than one team work on concurrent development since one change may impact the other
- Business rules for eligibility are imbedded in the code and, therefore, difficult to modify

Claims Online Tracking System (COTS)

COTS is a mainframe application used to track all SNAP and TANF benefit overpayment claims. The system is primarily used to capture specific information about the claim including recipient information, overpayment periods and amounts, classification, accounting and payments, and associating notes or narratives. It is also used for Federal reporting.

Functionality Supported

- Track benefit overpayment claims
- Claim recipient information
- Overpayment periods and amounts
- Accounting and payments

System Profile

- 6,100 Users
- 185,000 TANF Claims
- 590,000 SNAP Claims

Technical Architecture

- Development Environment: Cobol, SAS, Attachmate
- Database Environment: IMS DB/DC, z/OS platform
- Tables/Data Set/Segments: 26 Databases, 49 segments, 3,252 datasets
- 56 screens, 209 batch jobs
- 286,180 lines of code
- Infrastructure outsourced to IBM Datacenter in Colorado

Interfaces

- ACCENT (TN Eligibility System for TANF/SNAP)
- Tennessee Education Lottery Corporation
- FNS Treasury Offset Program system (TOP)
- FNS Electronic Disqualification Recipient System (EDRS)
- TN Department of Finance –Edison accounting system

System Issues

- Current system does not support entire claims process from referral through account receivables
- Does not provide narrative documentation across the business process, adjudication processing, collections and repayment, and online calculation, documentation, and storage of overpayment budgets and amounts
- Reporting is rudimentary, non-flexible, and time consuming as it is built in an older technology.
- Lacks robust tracking capabilities, including the ability to produce parameterized ad-hoc reporting and dashboard creation
- Inadequate UIs
- Loose coupling with ACCENT results in an inefficient business process of end-to-end processing of overpayment, recoupment, fraud detection and management.

Appeals Resolution Tracking System (ARTS)

ARTS was written in-house and implemented in January of 2005. It is a Windows application which was written using Visual Studio .NET 2003 with a SQL Server database. ARTS accepts appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by DHS. Appeals are then tracked and managed from inception through resolution. Administrative Disqualification Hearings are also tracked in ARTS. Processes through the system include scanning and classification of all appeal-related documents, guiding and tracking conciliatory efforts, automated creation of tasks in work queues, scheduling hearings on dockets, generating letters to clients, and creation of flat files for ACCENT.

Functionality Supported

- Appeal tracking for eligibility and benefit determinations
- Appeal Resolution
- Administrative disqualification hearings
- Guiding and tracking conciliatory efforts

Programs Supported

- All TDHS programs for which an appeal can be requested including TANF, SNAP, Child Support, and Child Care programs.

System Profile

- 1,164 Users
- 150 windows
- # Appeals filed annually
 - 1) TANF: 4,207
 - 2) SNAP: 20,327
 - 3) Child Care: 96
 - 4) Child Support: 2,514

Technical Architecture

- Development Environment: VS.Net 2003 Visual Basic
- Database Environment: SQL, Windows operating platform
- 150 windows
- 349 tables/ 17 batch jobs

Interfaces

- Flat files to ACCENT

System Issues

- A lack of full functionality to send an appeal back to the Conciliation Unit once it has been sent to the Case Prep Unit resulting in manual re-routing
- A lack of functionality to reverse creation of certain documents by marking them as canceled or deleted so that the system can act as if they had never been created
- Slow processing around document retrieval and creation is deemed unsatisfactory now that the documents

- The system allows linked appeals to share system-generated documents only up through the Notice of Hearing process.
- The versions of .NET framework used (v1.1) and programming software used (Visual Studio .NET 2003) are no longer supported by Microsoft

Tennessee Child Care Management System (TCCMS)

TCCMS supports the collection and administration of Child Care programs and services. TCCMS guides users through the collection of data necessary to determine child care eligibility for a variety of funding streams. It also calculates payments for providers, computes funding usage, and prepares financial data. It manages the cases of about 30,000 children and makes monthly payments of over \$10 million to approximately 2,800 child care providers.

Functionality Supported

- Collects data for child care eligibility determination
- Records authorized eligibility determination
- Calculate payments for providers
- Computes funding usage
- Prepares and reports financial data

System Profile

- 500 users (Current users are from: Child Care Certificate, Fiscal, Program, Licensing, Assessment, Appeals and Hearing, Audit, and Systems)
- 30,000 cases
- 2,800 providers

Technical Architecture

- Linux/Java system based on Oracle ADF
- Web based application hosted on the following platform:
 - 1) RHEL7
 - 2) Oracle ADF 12.2.1
 - 3) Java8
 - 4) WebLogic 12.2.1
 - 5) Oracle 12c
 - 6) MSSS SSRS 2012 (Reporting purposes)

Interfaces

- TN Department of Finance –Edison system
- TLCS
- ACF-801 (Child Care Quarterly Case Record Form)
- BacTrak (this is a future interface)

Tennessee Licensed Care System (TLCS)

The Tennessee Licensed Care System (TLCS) supports and aids in the case management functions of staff charged with regulating Child Care and Adult Care facilities. The system stores and retrieves licensing information and collects and maintains data pertaining to (regulated) providers, fees and employee information, with associated multilevel agency reporting. The system went live on August 1, 2014. It was developed as a stand-alone system because the functions it addresses were not encompassed by the VIP system then under development. TLCS is a web application using Java 1.7 running on JBOSS EAP 6.1 with Oracle DB 12c and using Microsoft SSRS 2012 (Reporting).

Functionality Supported

- Child care provider licensing
- Child care employee information
- Provider assessment

System Profile

- 200 users. Current users include staff from: Licensing, Assessment, Investigations, Legal, Resource and Referral, Audit, DOE, and Systems. There is no provider portal.

Technical Architecture

- Development Environment: Java 1.7
- Database Environment: JBOSS EAP 6.1 with Oracle DB 11g

Interfaces

- TCCMS
- BacTrak
- GIS solution
- ACC Web
- Department of Safety

System Issues

- TLCS is a stand-alone application which needs to be tightly coupled or integrated with the Child Care system

BacTrak

BacTrak is a support application that records and tracks fingerprints submitted to the TBI and the FBI from employees of Child Care and Adult Care providers, as well as state employees who work for DHS. The fingerprints are submitted as a part of conducting background checks. BacTrak records and tracks the statuses and results of background checks, generates reports, and produces printed notices. This system went live on August 1, 2012. BacTrak is a web Application using Java 1.6 running on JBOSS EAP 5.1 with Oracle DB 11g.

Functionality Supported

- Background check validation

Technical Architecture

- Development Environment: Java 1.7
- Database Environment: JBOSS EAP 6.1 with Oracle DB 11g

System Issues

- BacTrak is a stand-alone application which needs to be tightly coupled or integrated with the Child Care system

6. EA Components

The EA consists of the following reusable EA components / business capabilities:

- **Common Web Based Gateway Portal:** One-stop-access and robust customer self-service from different device types. Includes UI and UX management, access control, collaboration, communications, and document search capabilities;
- **Integrated Eligibility/Benefits Capabilities Management Rules Engine:** Rapid response to changes in policy and rules at the state and Federal level. Determines eligibility and benefits for TDHS programs for an integrated eligibility application and Screening/Application/Determination (“SAD”);
- **Enterprise Information Exchange Capabilities (Enterprise Service Bus (“ESB”) and Integration Brokerage):** Data exchange using National Integration Exchange Model (NIEM) standard, access to common enterprise services, harvesting data from variety of source systems and populating multiple data stores, hub and spoke application integration through a TDHS Hub, and provision of data services hub. Includes discovery services, application and data integration, ECM, consent management, and security management;
- **Master Data Management:** Key person indices connecting diverse operational systems, ensuring data consistency and improving data quality. Includes master person index, master provider index and record locator service;
- **Security and Privacy Management:** Enterprise-wide identity, access and privacy management
- **Shared Analytics and Business Intelligence:** Enterprise-wide access to performance management dashboard, ad hoc queries, and analytics driven alerts and notifications. Includes integration, analysis and delivery of analytics in the form of alerts and notifications and reports.